



STEVEN L. BESHEAR  
GOVERNOR

**EXECUTIVE ORDER**

Secretary of State  
Frankfort  
Kentucky

2012-411  
June 13, 2012

By virtue of the authority vested in me by Section 12.210(1) of the Kentucky Revised Statutes, and as Governor of the Commonwealth of Kentucky, I, Steven L. Beshear, do hereby approve an employment contract between **Morehead State University**, and the following attorneys, as outlined in the attached contracts:

**Wyatt, Tarrant & Combs, LLP**, Louisville, Kentucky

**Sturgill, Turner, Barker and Moloney**, Lexington, Kentucky

**Paul R. Stokes PSC**, Morehead, Kentucky

**McBrayer, McGinnis, Leslie & Kirkland**, Lexington, Kentucky

Please enter this Executive Order upon the Executive Journal and file the attached Contract with the Executive Order.

  
STEVEN L. BESHEAR  
Governor

  
ALISON LUNDERGAN GRIMES  
Secretary of State

RECEIVED AND FILED

DATE 6/13/12

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ALISON LUNDERGAN GRIMES  
SECRETARY OF STATE

COMMONWEALTH OF KENTUCKY  
BY R. Adair

# PERSONAL SERVICE CONTRACT

OFFICE OF SUPPORT SERVICES, MOREHEAD, KENTUCKY 40351

Personal Service Contract Number PS **MHSU-13-002**

This Personal Service Contract for Morehead State University is made and entered into this

16th day of May, 2012 by and between Morehead State University (MSU) and:

Wyatt, Tarrant & Combs, LLP

Name of Individual and/or Firm (The Second Party)

Social Security or Federal ID Number

500 West Jefferson Street, Suite 2800

Street Address

Louisville

City

KY

State

40202-2898

Zip Code

## Effective Dates

Beginning date July 1, 2012

Ending date June 30, 2013

*No personal service contract amendment shall be presented to the GCRC for review any sooner than ninety (90) days after a committee action on the contract.*

## Services to be Delivered

Explain the purpose of the contract/project, i.e., the specific work to be performed, reports or products to be delivered, reason for the contract duration. Do not use acronyms and fully explain technical language. Attach a second page if necessary.

See attached

## Objective to be Accomplished

Explicitly describe the results desired from the use of an external service provider. Attach a second page if necessary.

See attached

## Contract Cost Data

\$see attach

Personal Services

\$ \_\_\_\_\_

Per Diem/Travel

\$ \_\_\_\_\_

Other

= \$20,000

Total

## Contract Cost Detail

Describe hourly or daily rate of pay related to personal services, per diem rates, mileage estimates, air travel, lodging, and other related expenses.

The Second Party shall not be reimbursed for any expenses except as described above.

## Source of Funds

Federal: \$ \_\_\_\_\_

State: \$ \_\_\_\_\_

Local/Other: \$20,000

If contract supported by federal funds, indicate grant/project title, I.D. number, and CFDA number

No services may be performed or payments rendered until all MSU administrative approvals are obtained. Contracts greater than \$10,000 require the prior approval of the Government Contract Review Committee (GCRC) of the General Assembly.

Submitted by

Departmental Signature

Date

Reviewed by

Office of Support Services

Date

Approved by

Chief Financial Officer & VP for Administration

Date

Dean/Vice President Signature

Date

## **Statement to Accompany Personal Services Contract**

### **Services to Be Delivered**

Wyatt, Tarrant & Combs, LLP will provide legal representation to the Board of Regents and administration of Morehead State University and will supplement in-house legal counsel when specialized legal expertise is needed.

### **Contract Payment and Cost Detail**

Payments under the contract will be made in amounts not to exceed \$125 per hour. Second party will submit signed invoices detailing billing by category for services to 1/10 of an hour. General travel within the central Kentucky to Morehead area will be reimbursed. Other travel must be specifically authorized in advance by the General Counsel of the University. Filing fees, postage, telephone charges, court reporter fees, deposition expenses and copy fees shall be reimbursed by billings on monthly statements. The total payments for personal services and expense reimbursements under the contract shall not exceed \$20,000.

**PERSONAL SERVICE CONTRACT**  
**between**  
**MOREHEAD STATE UNIVERSITY**

And Wyatt, Tarrant & Combs, LLP

Name of Individual and/or Firm (The Second Party)

NO WORK SHALL BE INITIATED OR PERFORMED BY THE SECOND PARTY UNTIL ALL MSU APPROVALS ARE OBTAINED. CONTRACTS GREATER THAN \$10,000 REQUIRE THE PRIOR APPROVAL OF THE GOVERNMENT CONTRACT REVIEW COMMITTEE OF THE GENERAL ASSEMBLY.

THE SECOND PARTY IS AN INDEPENDENT CONTRACTOR AND THEREFORE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

**Cancellation** – By either party upon 30 days written notice.

**Liability Insurance Waiver**

I do hereby waive any and all rights and claims for damages that I may have or that may hereafter accrue to me arising out of my participation in any activity related to Morehead State University. It is of my own accord and I understand and agree that neither Morehead State University or Morehead State University employee(s) shall assume or have any responsibility or liability for expenses or injuries resulting from my participation.

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family have an interest of 10% or more in any business entity involved in the performance of the contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

MSU is not liable for Social Security contribution pursuant to Section 418, 42 U.S. Code. Furthermore, IRS Form 1099 will be forwarded at the end of the calendar year if total payment(s) exceed \$600.

Are you actively receiving Kentucky Teachers' Retirement System (KTRS) Benefits? ☐ Yes ☒ No

If yes, have you been employed at any other KTRS agency during the current (July 1 – June 30) fiscal year? ☐ Yes ☐ No

**Contractor (Second Party)**

Barbara J. Menefee 5/21/2012  
Signature Date

\_\_\_\_\_  
Signature Date

Wyatt Tarrant & Combs  
Name of Company or Corporation

# Proof of Necessity (PON) Form

Government Contract Review Committee

Legislative Research Commission

Contract Number: MHSU-13-002

Morehead State University

Agency

Higher Education

Division, Branch, etc.

**TYPE OF CONTRACT:**

       New

  X  

Renewal (Re-negotiation)

or

       Extension for Time Only

NOTE: All questions *must* be answered fully. If space provided is insufficient, additional pages should be attached referencing the specifically numbered item. Questions regarding this form should be directed to the Bureau/Staff Office Contract Officer.

1. Name & Address of Contractor: **Wyatt, Tarrant & Combs, LLP**  
500 West Jefferson Street, Suite 2800  
Louisville, KY 40202-2898

2. Effective Period of Contract:  
Starting Date: July 1, 2012  
Ending Date: June 30, 2013

3. Explain, with specificity, the work to be performed. (Include: Description of project; types(s) of service to be delivered; reports or products to be prepared; reason for duration of contact; etc.):

The firm will provide legal services to Morehead State University on an "as needed" basis.

4. a. Does an identified or anticipated reason now exist which would indicate a need to renew the contract for the succeeding fiscal year? Yes  
If yes, explain: Litigation may be extensive and incapable of resolution during the current fiscal year.

b. Will the contract provide for cancellation by the Department upon a maximum of 30 days or less written notice to the contractor? Yes

5. **FINANCIAL AND CONTRACT COST DATA:**

a. Total Projected Cost of Contract: \$ Not to exceed \$20,000

Source of Funds: Federal: \$        State: \$        Local/Other: \$ 20,000 (Agency)

b. If contract is supported by federal funds, indicate: Grant/project title; grant I.D. number; and CFDA number:       

c. If contract is supported by state funds, indicate source(s) and amounts(s) (e.g., General Fund, Trust and Agency, Other): Trust and Agency       

d. Was the contract cost included in the original Budget Request?   X   YES        NO If no, explain:       

e. Describe, in detail, how the projected cost of the contract was derived (attach proposed budget when applicable):  
Project cost is an estimate based on comparable past litigation experience..

f. Basis for Payment: • Hourly: \$ not to exceed \$125 per hour • Per Diem: \$        per day  
• Fee for Service: \$        per service • Other - Explain:       

g. Method of Payment: • Straight Disbursement   X   • Inter-Account       

h. Frequency of Payment: • Monthly   X   • Quarterly        • Upon Completion         
• Other        Explain

Statement to Accompany Legal Services Proof of Necessity

Request for Proposals for Legal Services Mailed Directly to the Following Firms:

Paul Stokes  
129 East Main Street  
Morehead, KY 40351  
[prstokeslaw@windstream.net](mailto:prstokeslaw@windstream.net)

The Rigsby Law Group PLC  
229 East High Street  
PO Box 34106  
Lexington, KY 40588  
[wfrigsby@rlgattorneys.com](mailto:wfrigsby@rlgattorneys.com)

Russell Immigration Law Firm  
1012 South Fourth Street  
Louisville, KY 40203  
[rrussell@russellimlaw.com](mailto:rrussell@russellimlaw.com)  
[info@russellimlaw.com](mailto:info@russellimlaw.com)

O'Brien Law Group  
6010 Brownsboro Park Blvd  
Suite H  
Louisville, KY 40207

Law Office of Dennis M. Clare  
745 W. Main Street Suite 250  
Louisville, KY 40202

Stites & Harbison PLLC  
250 West Main street Suite 2300  
Lexington, KY 40507  
[ksagan@stites.com](mailto:ksagan@stites.com)

Wyatt Tarrant & Combs LLP  
500 West Jefferson St., Suite 2800  
Louisville, KY 40202  
[bmenefee@wyattfirm.com](mailto:bmenefee@wyattfirm.com)

Fortz & Funke  
6461 W Highway 146  
Crestwood, KY 40014  
[dfunke@immigrationky.com](mailto:dfunke@immigrationky.com)  
[kortzfunkeatty@cs.com](mailto:kortzfunkeatty@cs.com)  
[attorney@immigrationky.com](mailto:attorney@immigrationky.com)

Wetterer & Clare  
2933 Bowman Avenue  
Louisville, KY 40205  
[Greg.clare@jgclare.com](mailto:Greg.clare@jgclare.com)  
[bill@wettererclare.com](mailto:bill@wettererclare.com)

i. Social Security Number (if individual) or IRS I.D. Number (if firm or corporate entity) of proposed contractor: \_\_\_\_\_

**NOTE:** If professional employment contract with firm or corporate entity, attach a complete list of names and social security numbers of all officers, as well as all employees performing work directly related to the contractor. If individual, attach name and social security number.

j. If an individual, will the terms of contract require that the contractor be considered an "employee" of this Department for FICA purposes? \_\_\_\_\_

**6. JUSTIFICATION FOR CONTRACTING WITH AN OUTSIDE PROVIDER TO PERFORM THE SERVICE.**

The following questions should be addressed at a minimum:

What in-house method(s) were considered and why were potential in-house method(s) rejected? Is the part of such nature that: it should be done independently of the agency to avoid a conflict of interest; it requires unique or special expertise/qualifications; and/or legal or other special circumstances require use of an outside provider? If services are needed on a continuing basis, describe efforts made to secure services through regular state employment channels? Will agency personnel provide staff support services to the contractor?

Wyatt, Tarrant & Combs LLP will supplement in-house counsel, and represent the University when specialized legal expertise is needed.

**7. Name and address of other provider(s) considered to perform the service:**

In March 2012, the University issued a request for proposal for legal services with an open response period of 14 days. The request for proposal was mailed directly to the firms listed on the accompanying statement.

**8. Basis for selection of the proposed contractor (explain process used in making decision, i.e., solicitation of proposals, bids, references, and evaluation criteria applied):**

The firm was selected for its professional reputation, references, diversity of specialized expertise available, familiarity with higher education in Kentucky and accessibility to the Board of Regents and executive administrative officers of the University.

**9. PLANNED SUPERVISION AND MONITORING OF THE CONTRACTOR'S PERFORMANCE:**

a. Name and Title of Responsible Person: Dr. Jane Fitzpatrick, General Counsel

Office and Location:

H.M. 305, Morehead State University, Morehead, KY 40351

Telephone Number:

(606) 783-2452

b. Describe the monitoring activities, both programmatic and fiscal, which will be performed including the manner in which monitoring needs will be addressed in the contract to facilitate this activity:

**10. SIGNATURES:**

PREPARED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

RECOMMENDED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Title: \_\_\_\_\_

REVIEWED BY: J. Donna Ruess

DATE: 5/31/12

Title: Director of Support Services

APPROVED BY: Michael R. Walters

DATE: 5-23-12

Chief Financial Officer & Vice President for Administration



OK  
MHSU Apples



## PERSONAL SERVICE CONTRACT

OFFICE OF SUPPORT SERVICES, MOREHEAD, KENTUCKY 40351

Personal Service Contract Number PS **MHSU-13-004**

This Personal Service Contract for Morehead State University is made and entered into this

16th day of May, 2012 by and between Morehead State University (MSU) and:

McBrayer, McGinnis, Leslie & Kirkland, PLLC

Name of Individual and/or Firm (The Second Party)

Social Security or Federal ID Number \_\_\_\_\_

201 East Main Street, Suite 1000

Street Address

Lexington

City

State

KY

40507

Zip Code

### Effective Dates

Beginning date July 1, 2012

Ending date June 30, 2013

*No personal service contract amendment shall be presented to the GCRC for review any sooner than ninety (90) days after a committee action on the contract.*

### Services to be Delivered

Explain the purpose of the contract/project, i.e., the specific work to be performed, reports or products to be delivered, reason for the contract duration. Do not use acronyms and fully explain technical language. Attach a second page if necessary.

See attached

### Objective to be Accomplished

Explicitly describe the results desired from the use of an external service provider. Attach a second page if necessary.

See attached

### Contract Cost Data

\$see attach

Personal Services

\$ \_\_\_\_\_

Per Diem/Travel

\$ \_\_\_\_\_

Other

= \$10,000

Total

### Contract Cost Detail

Described hourly or daily rate of pay related to personal services, per diem rates, mileage estimates, air travel, lodging, and other related expenses.

The Second Party shall not be reimbursed for any expenses except as described above.

### Source of Funds

Federal: \$ \_\_\_\_\_

State: \$ \_\_\_\_\_

Local/Other: \$10,000

If contract supported by federal funds, indicate grant/project title, I.D. number, and CFDA number

No services may be performed or payments rendered until all MSU administrative approvals are obtained. Contracts greater than \$10,000 require the prior approval of the Government Contract Review Committee (GCRC) of the General Assembly.

Submitted by

\_\_\_\_\_  
Departmental Signature

\_\_\_\_\_  
Date

Reviewed by

Johnna Purcell  
Office of Support Services

5/31/12  
Date

Approved by

Michael R. Walters  
Chief Financial Officer & VP for Administration

5-23-12  
Date

\_\_\_\_\_  
Dean/Vice President Signature

\_\_\_\_\_  
Date

## **Statement to Accompany Personal Services Contract**

### **Services to Be Delivered**

McBrayer, McGinnis, Leslie & Kirkland, PLLC will provide legal representation to the Board of Regents and administration of Morehead State University and will supplement in-house legal counsel when specialized legal expertise is needed.

### **Contract Payment and Cost Detail**

Payments under the contract will be made in amounts not to exceed \$125 per hour. Second party will submit signed invoices detailing billing by category for services to 1/10 of an hour. General travel within the central Kentucky to Morehead area will be reimbursed. Other travel must be specifically authorized in advance by the General Counsel of the University. Filing fees, postage, telephone charges, court reporter fees, deposition expenses and copy fees shall be reimbursed by billings on monthly statements. The total payments for personal services and expense reimbursements under the contract shall not exceed \$20,000.

**PERSONAL SERVICE CONTRACT**  
between  
**MOREHEAD STATE UNIVERSITY**

And McBrayer, McGinnis, Leslie & Kirkland, PLLC  
Name of Individual and/or Firm (The Second Party)

NO WORK SHALL BE INITIATED OR PERFORMED BY THE SECOND PARTY UNTIL ALL MSU APPROVALS ARE OBTAINED. CONTRACTS GREATER THAN \$10,000 REQUIRE THE PRIOR APPROVAL OF THE GOVERNMENT CONTRACT REVIEW COMMITTEE OF THE GENERAL ASSEMBLY.

THE SECOND PARTY IS AN INDEPENDENT CONTRACTOR AND THEREFORE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

Cancellation – By either party upon 30 days written notice.

**Liability Insurance Waiver**

I do hereby waive any and all rights and claims for damages that I may have or that may hereafter accrue to me arising out of my participation in any activity related to Morehead State University. It is of my own accord and I understand and agree that neither Morehead State University or Morehead State University employee(s) shall assume or have any responsibility or liability for expenses or injuries resulting from my participation.

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family have an interest of 10% or more in any business entity involved in the performance of the contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

MSU is not liable for Social Security contribution pursuant to Section 418, 42 U.S. Code. Furthermore, IRS Form 1099 will be forwarded at the end of the calendar year if total payment(s) exceed \$600.

Are you actively receiving Kentucky Teachers' Retirement System (KTRS) Benefits? ☐ Yes ☒ No

If yes, have you been employed at any other KTRS agency during the current (July 1 – June 30) fiscal year? ☐ Yes ☐ No

Contractor (Second Party)

Signature

Date

Signature

Date

Name of Company or Corporation

Government Contract Review Committee  
Legislative Research Commission

**Contract Number: MHSU-13- 004**

Agency

Division, Branch, etc.

  X   Renewal (Re-negotiation)      or      Extension for Time Only

**NOTE:** All questions *must* be answered fully. If space provided is insufficient, additional pages should be attached referencing the specifically numbered item. Questions regarding this form should be directed to the Bureau/Staff Office Contract Officer.

1. Name & Address of Contractor: McBrayer, McGinnis, Leslie & Kirkland, PLLC

Starting Date: July 1, 2012  
Ending Date: June 30, 2013

3. **Explain, with specificity, the work to be performed.** (Include: Description of project; types(s) of service to be delivered; reports or products to be prepared; reason for duration of contact; etc.):

The firm will provide legal services to Morehead State University on an "as needed" basis for areas including but not limited to general higher education, immigration, tax law, employee benefits and compensation, labor and employment, environmental, and real estate.

4. a. Does an identified or anticipated reason now exist which would indicate a need to renew the contract for the succeeding fiscal year? Yes  
If yes, explain: Litigation may be extensive and incapable of resolution during the current fiscal year.

b. Will the contract provide for cancellation by the Department upon a maximum of 30 days or less written notice to the contractor? Yes

### 5. FINANCIAL AND CONTRACT COST DATA:

**a. Total Projected Cost of Contract: \$ Not to exceed \$10,000**

Source of Funds: Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Local/Other: \$ 10,000 (Agency)

b. If contract is supported by federal funds, indicate: Grant/project title; grant I.D. number; and CFDA number: \_\_\_\_\_

c. If contract is supported by state funds, indicate source(s) and amounts(s) (e.g., General Fund, Trust and Agency, Other): Trust and Agency

d. Was the contract cost included in the original Budget Request?    X YES                  NO                  If no, explain: \_\_\_\_\_

e. Describe, in detail, how the projected cost of the contract was derived (attach proposed budget when applicable):  
Project cost is an estimate based on comparable past litigation experience..

f. Basis for Payment: • Hourly: \$ not to exceed \$125 per hour • Per Diem: \$ \_\_\_\_\_ per day

•Fee for Service: \$ \_\_\_\_\_ per service      •Other - Explain: \_\_\_\_\_

g. Method of Payment:      •Straight Disbursement   X        •Inter-Account           

h. Frequency of Payment: •Monthly X •Quarterly \_\_\_\_\_ •Upon Completion \_\_\_\_\_

•Other \_\_\_\_\_ Explain \_\_\_\_\_

Statement to Accompany Legal Services Proof of Necessity

Request for Proposals for Legal Services Mailed Directly to the Following Firms:

Paul Stokes  
129 East Main Street  
Morehead, KY 40351  
[prstokeslaw@windstream.net](mailto:prstokeslaw@windstream.net)

The Rigsby Law Group PLC  
229 East High Street  
PO Box 34106  
Lexington, KY 40588  
[wfrigsby@rlgattorneys.com](mailto:wfrigsby@rlgattorneys.com)

Russell Immigration Law Firm  
1012 South Fourth Street  
Louisville, KY 40203  
[rrussell@russellimlaw.com](mailto:rrussell@russellimlaw.com)  
[info@russellimlaw.com](mailto:info@russellimlaw.com)

O'Brien Law Group  
6010 Brownsboro Park Blvd  
Suite H  
Louisville, KY 40207

Law Office of Dennis M. Clare  
745 W. Main Street Suite 250  
Louisville, KY 40202

Stites & Harbison PLLC  
250 West Main street Suite 2300  
Lexington, KY 40507  
[ksagan@stites.com](mailto:ksagan@stites.com)

Wyatt Tarrant & Combs LLP  
500 West Jefferson St., Suite 2800  
Louisville, KY 40202  
[bmenefee@wyattfirm.com](mailto:bmenefee@wyattfirm.com)

Fortz & Funke  
6461 W Highway 146  
Crestwood, KY 40014  
[dfunke@immigrationky.com](mailto:dfunke@immigrationky.com)  
[kortzfunkeatty@cs.com](mailto:kortzfunkeatty@cs.com)  
[attorney@immigrationky.com](mailto:attorney@immigrationky.com)

Wetterer & Clare  
2933 Bowman Avenue  
Louisville, KY 40205  
[Greg.clare@jgclare.com](mailto:Greg.clare@jgclare.com)  
[bill@wettererclare.com](mailto:bill@wettererclare.com)

i. Social Security Number (if individual) or IRS I.D. Number (if firm or corporate entity) of proposed contractor: \_\_\_\_\_

NOTE: If professional employment contract with firm or corporate entity, attach a complete list of names and social security numbers of all officers, as well as all employees performing work directly related to the contractor. If individual, attach name and social security number.

j. If an individual, will the terms of contract require that the contractor be considered an "employee" of this Department for FICA purposes? \_\_\_\_\_

6. **JUSTIFICATION FOR CONTRACTING WITH AN OUTSIDE PROVIDER TO PERFORM THE SERVICE.**

The following questions should be addressed at a minimum:

What in-house method(s) were considered and why were potential in-house method(s) rejected? Is the part of such nature that: it should be done independently of the agency to avoid a conflict of interest; it requires unique or special expertise/qualifications; and/or legal or other special circumstances require use of an outside provider? If services are needed on a continuing basis, describe efforts made to secure services through regular state employment channels? Will agency personnel provide staff support services to the contractor?

McBrayer, McGinnis, Leslie & Kirkland, PLLC will supplement in-house counsel, and represent the University when specialized legal expertise is needed.

7. **Name and address of other provider(s) considered to perform the service:**

In March 2012, the University issued a request for proposal for legal services with an open response period of 14 days. The request for proposal was mailed directly to the firms listed on the accompanying statement.

8. **Basis for selection of the proposed contractor (explain process used in making decision, i.e., solicitation of proposals, bids, references, and evaluation criteria applied):**

The firm was selected for its professional reputation, references, diversity of specialized expertise available, familiarity with higher education in Kentucky and accessibility to the Board of Regents and executive administrative officers of the University.

9. **PLANNED SUPERVISION AND MONITORING OF THE CONTRACTOR'S PERFORMANCE:**

a. Name and Title of Responsible Person: Dr. Jane Fitzpatrick, General Counsel  
Office and Location: H.M. 305, Morehead State University, Morehead, KY 40351  
Telephone Number: (606) 783-2452

b. Describe the monitoring activities, both programmatic and fiscal, which will be performed including the manner in which monitoring needs will be addressed in the contract to facilitate this activity:

10. **SIGNATURES:**

PREPARED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

RECOMMENDED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Title: \_\_\_\_\_

REVIEWED BY: Shonna Rucce DATE: 5/31/12

Title: Director of Support Services

APPROVED BY: Michael R. Walters DATE: 5-23-12

Chief Financial Officer & Vice President for Administration

OK  
MSU  
Apply



# PERSONAL SERVICE CONTRACT

OFFICE OF SUPPORT SERVICES, MOREHEAD, KENTUCKY 40351

Personal Service Contract Number PS **MHSU-13-003**

This Personal Service Contract for Morehead State University is made and entered into this

16th day of May, 2012 by and between Morehead State University (MSU) and:

Paul R. Stokes

Name of Individual and/or Firm (The Second Party)

Social Security or Federal ID Number

129 East Main Street

Street Address

Morehead

City

KY

State

40351

Zip Code

## Effective Dates

Beginning date July 1, 2012

Ending date June 30, 2013

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## Services to be Delivered

Explain the purpose of the contract/project, i.e., the specific work to be performed, reports or products to be delivered, reason for the contract duration. Do not use acronyms and fully explain technical language. Attach a second page if necessary.

Mr. Stokes will provide general loegal service on an "as needed" basis.

## Objective to be Accomplished

Explicitly describe the results desired from the use of an external service provider. Attach a second page if necessary.

## Contract Cost Data

\$5,000

Personal Services

\$ \_\_\_\_\_

Per Diem/Travel

\$ \_\_\_\_\_

Other

=

\$5,000

Total

## Contract Cost Detail

Described hourly or daily rate of pay related to personal services, per diem rates, mileage estimates, air travel, lodging, and other related expenses.

The Second Party shall not be reimbursed for any expenses except as described above.

## Source of Funds

Federal: \$ \_\_\_\_\_

State: \$ \_\_\_\_\_

Local/Other: \$5,000 Agen

If contract supported by federal funds, indicate grant/project title, I.D. number, and CFDA number

No services may be performed or payments rendered until all MSU administrative approvals are obtained. Contracts greater than \$10,000 require the prior approval of the Government Contract Review Committee (GCRC) of the General Assembly.

Submitted by

Departmental Signature

Date

Reviewed by

Salonna Pierce  
Office of Support Services

5/31/12

Date

Dean/Vice President Signature

Date

Approved by

Michael R. Walters  
Chief Financial Officer & VP for Administration

5-23-12  
Date

**PERSONAL SERVICE CONTRACT**  
**between**  
**MOREHEAD STATE UNIVERSITY**

And Paul R. Stokes  
Name of Individual and/or Firm (The Second Party)

NO WORK SHALL BE INITIATED OR PERFORMED BY THE SECOND PARTY UNTIL ALL MSU APPROVALS ARE OBTAINED. CONTRACTS GREATER THAN \$10,000 REQUIRE THE PRIOR APPROVAL OF THE GOVERNMENT CONTRACT REVIEW COMMITTEE OF THE GENERAL ASSEMBLY.

THE SECOND PARTY IS AN INDEPENDENT CONTRACTOR AND THEREFORE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

**Cancellation** – By either party upon 30 days written notice.

**Liability Insurance Waiver**

I do hereby waive any and all rights and claims for damages that I may have or that may hereafter accrue to me arising out of my participation in any activity related to Morehead State University. It is of my own accord and I understand and agree that neither Morehead State University or Morehead State University employee(s) shall assume or have any responsibility or liability for expenses or injuries resulting from my participation.

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family have an interest of 10% or more in any business entity involved in the performance of the contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

MSU is not liable for Social Security contribution pursuant to Section 418, 42 U.S. Code. Furthermore, IRS Form 1099 will be forwarded at the end of the calendar year if total payment(s) exceed \$600.

Are you actively receiving Kentucky Teachers' Retirement System (KTRS) Benefits? ☐ Yes ☒ No

If yes, have you been employed at any other KTRS agency during the current (July 1 – June 30) fiscal year? ☐ Yes ☐ No

**Contractor (Second Party)**

Paul R Stokes  
Signature Date

\_\_\_\_\_  
Signature Date

Paul R Stokes, Attorney at Law PSC  
Name of Company or Corporation



# Proof of Necessity (PON) Form

Government Contract Review Committee  
Legislative Research Commission

Contract Number: MHSU-13- 003

Morehead State University

Agency

Higher Education

Division, Branch, etc.

## TYPE OF CONTRACT:

           New   X   Renewal (Re-negotiation) or            Extension for Time Only

**NOTE:** All questions *must* be answered fully. If space provided is insufficient, additional pages should be attached referencing the specifically numbered item. Questions regarding this form should be directed to the Bureau/Staff Office Contract Officer.

### 1. Name & Address of Contractor: Paul R. Stokes

129 East Main Street

Morehead, KY 40351

### 2. Effective Period of Contract:

Starting Date: July 1, 2012

Ending Date: June 30, 2013

### 3. Explain, with specificity, the work to be performed. (Include: Description of project; types(s) of service to be delivered; reports or products to be prepared; reason for duration of contract; etc.):

Mr. Stokes will provide general legal service on an "as needed" basis.

### 4. a. Does an identified or anticipated reason now exist which would indicate a need to renew the contract for the succeeding fiscal year? Yes

If yes, explain: Legal representation is needed on a regular and recurring basis.

### b. Will the contract provide for cancellation by the Department upon a maximum of 30 days or less written notice to the contractor? Yes

### 5. FINANCIAL AND CONTRACT COST DATA:

#### a. Total Projected Cost of Contract: \$ 5,000

Source of Funds: Federal: \$            State: \$            Local/Other: \$ 5,000 (Agency)

#### b. If contract is supported by federal funds, indicate: Grant/project title; grant I.D. number; and CFDA number:

#### c. If contract is supported by state funds, indicate source(s) and amounts(s) (e.g., General Fund, Trust and Agency, Other): Agency

#### d. Was the contract cost included in the original Budget Request?   X   YES            NO If no, explain:

#### e. Describe, in detail, how the projected cost of the contract was derived (attach proposed budget when applicable):

Payment will be based on signed, detailed invoices at hourly rates not to exceed \$125 per hour.

#### f. Basis for Payment: • Hourly: \$ not to exceed \$125 per hour • Per Diem: \$            per day

• Fee for Service: \$            per service • Other - Explain:           

#### g. Method of Payment: • Straight Disbursement   X   • Inter-Account

#### h. Frequency of Payment: • Monthly   X   • Quarterly            • Upon Completion

• Other            Explain

i. Social Security Number (if individual) or IRS I.D. Number (if firm or corporate entity) of proposed contractor: \_\_\_\_\_

**NOTE:** If professional employment contract with firm or corporate entity, attach a complete list of names and social security numbers of all officers, as well as all employees performing work directly related to the contractor. If individual, attach name and social security number.

j. If an individual, will the terms of contract require that the contractor be considered an "employee" of this Department for FICA purposes? No

**6. JUSTIFICATION FOR CONTRACTING WITH AN OUTSIDE PROVIDER TO PERFORM THE SERVICE.**

The following questions should be addressed at a minimum:

What in-house method(s) were considered and why were potential in-house method(s) rejected? Is the part of such nature that: it should be done independently of the agency to avoid a conflict of interest; it requires unique or special expertise/qualifications; and/or legal or other special circumstances require use of an outside provider? If services are needed on a continuing basis, describe efforts made to secure services through regular state employment channels? Will agency personnel provide staff support services to the contractor?

Mr. Stokes will provide general legal service on an "as needed" basis.

**7. Name and address of other provider(s) considered to perform the service:**

N/A, see #8 below.

**8. Basis for selection of the proposed contractor (explain process used in making decision, i.e., solicitation of proposals, bids, references, and evaluation criteria applied):**

Mr. Stokes firm was selected from a request for proposals process that was publically advertised in newspapers of general circulation and also on the University's website. Mr. Stokes was the sole respondent.

**9. PLANNED SUPERVISION AND MONITORING OF THE CONTRACTOR'S PERFORMANCE:**

a. Name and Title of Responsible Person: Dr. Jane Fitzpatrick, General Counsel  
Office and Location: H.M. 305, Morehead State University, Morehead, KY 40351  
Telephone Number: (606) 783-2452

b. Describe the monitoring activities, both programmatic and fiscal, which will be performed including the manner in which monitoring needs will be addressed in the contract to facilitate this activity:

**10. SIGNATURES:**

PREPARED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

RECOMMENDED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Title: \_\_\_\_\_

REVIEWED BY: Donna Purcell

DATE: 5/31/12

Title: Director of Support Services

APPROVED BY: Michael R. Walters

DATE: 5-23-12

Chief Financial Officer & Vice President for Administration

OK MTH/Apple



## PERSONAL SERVICE CONTRACT

OFFICE OF SUPPORT SERVICES, MOREHEAD, KENTUCKY 40351

Personal Service Contract Number PS **MHSU-13-001**

This Personal Service Contract for Morehead State University is made and entered into this

16th day of May, 2012 by and between Morehead State University (MSU) and:

Sturgill, Turner, Barker & Moloney, PLLC

Name of Individual and/or Firm (The Second Party)

Social Security or Federal ID Number

333 West Vine Street, Suite 1400

Street Address

Lexington

City

State

KY

40507

Zip Code

### Effective Dates

Beginning date July 1, 2012

Ending date June 30, 2013

*No personal service contract amendment shall be presented to the GCRC for review any sooner than ninety (90) days after a committee action on the contract.*

### Services to be Delivered

Explain the purpose of the contract/project, i.e., the specific work to be performed, reports or products to be delivered, reason for the contract duration. Do not use acronyms and fully explain technical language. Attach a second page if necessary.

See attached

### Objective to be Accomplished

Explicitly describe the results desired from the use of an external service provider. Attach a second page if necessary.

See attached

### Contract Cost Data

\$see attach

Personal Services

\$

Per Diem/Travel

\$

Other

= \$50,000

Total

### Contract Cost Detail

Described hourly or daily rate of pay related to personal services, per diem rates, mileage estimates, air travel, lodging, and other related expenses.

The Second Party shall not be reimbursed for any expenses except as described above.

### Source of Funds

Federal: \$

State: \$

Local/Other: \$50,000

If contract supported by federal funds, indicate grant/project title, I.D. number, and CFDA number

No services may be performed or payments rendered until all MSU administrative approvals are obtained. Contracts greater than \$10,000 require the prior approval of the Government Contract Review Committee (GCRC) of the General Assembly.

Submitted by

Departmental Signature

Date

Reviewed by

Office of Support Services

Date

Approved by

Chief Financial Officer & VP for Administration

Date

Dean/Vice President Signature

Date

## **Statement to Accompany Personal Services Contract**

### **Services to Be Delivered**

Sturgill, Turner, Barker and Moloney, PLLC will provide legal representation in employment law and other litigation matters pursuant to the terms of the University's professional liability insurance policy, or where counsel cannot feasibly be provided by other means. Sturgill, Turner, Barker and Moloney, PLLC serves as the select counsel under the terms of the University's professional liability insurance policy with United Educators Risk and Retention Group.

### **Contract Payment and Cost Detail**

Payments under the contract will be made in amounts not to exceed \$125 per hour. Second party will submit signed invoices detailing billing by category for services to 1/10 of an hour. General travel within the central Kentucky to Morehead area will be reimbursed. Other travel must be specifically authorized in advance by the General Counsel of the University. Filing fees, postage, telephone charges, court reporter fees, deposition expenses and copy fees shall be reimbursed by billings on monthly statements. The total payments for personal services and expense reimbursements under the contract shall not exceed \$50,000.

**PERSONAL SERVICE CONTRACT**  
between  
**MOREHEAD STATE UNIVERSITY**

And Sturgill, Turner, Barker & Moloney, PLLC  
Name of Individual and/or Firm (The Second Party)

NO WORK SHALL BE INITIATED OR PERFORMED BY THE SECOND PARTY UNTIL ALL MSU APPROVALS ARE OBTAINED. CONTRACTS GREATER THAN \$10,000 REQUIRE THE PRIOR APPROVAL OF THE GOVERNMENT CONTRACT REVIEW COMMITTEE OF THE GENERAL ASSEMBLY.

THE SECOND PARTY IS AN INDEPENDENT CONTRACTOR AND THEREFORE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

**Cancellation** – By either party upon 30 days written notice.

**Liability Insurance Waiver**

I do hereby waive any and all rights and claims for damages that I may have or that may hereafter accrue to me arising out of my participation in any activity related to Morehead State University. It is of my own accord and I understand and agree that neither Morehead State University or Morehead State University employee(s) shall assume or have any responsibility or liability for expenses or injuries resulting from my participation.

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family have an interest of 10% or more in any business entity involved in the performance of the contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

MSU is not liable for Social Security contribution pursuant to Section 418, 42 U.S. Code. Furthermore, IRS Form 1099 will be forwarded at the end of the calendar year if total payment(s) exceed \$600.

Are you actively receiving Kentucky Teachers' Retirement System (KTRS) Benefits? ☐ Yes ☒ No

If yes, have you been employed at any other KTRS agency during the current (July 1 – June 30) fiscal year? ☐ Yes ☐ No

**Contractor (Second Party)**

Signature

Date

Kerin D. Henry, member 5/18/12  
Signature Date

for

Sturgill Turner Barker & Moloney, PLLC  
Name of Company or Corporation

# Proof of Necessity (PON) Form

Government Contract Review Committee  
Legislative Research Commission

Contract Number: MHSU-13.001

Morehead State University

Agency

Higher Education

Division, Branch, etc.

## TYPE OF CONTRACT:

\_\_\_\_\_ New X Renewal (Re-negotiation) or \_\_\_\_\_ Extension for Time Only

**NOTE:** All questions *must* be answered fully. If space provided is insufficient, additional pages should be attached referencing the specifically numbered item. Questions regarding this form should be directed to the Bureau/Staff Office Contract Officer.

### 1. Name & Address of Contractor: Sturgill, Turner, Barker & Moloney, PLLC 2. Effective Period of Contract:

333 West Vine Street, Suite 1400

Starting Date: July 1, 2012

Lexington, KY 40507

Ending Date: June 30, 2013

### 3. Explain, with specificity, the work to be performed. (Include: Description of project; types(s) of service to be delivered; reports or products to be prepared; reason for duration of contract; etc.):

Legal representation where counsel is selected pursuant to the terms of the liability policy with United Educators Risk and Retention Group (UE), or where counsel cannot feasibly be provided by other means. UE has the duty to defend claims covered by the policy and to appoint defense counsel. Sturgill, Turner, Barker & Moloney, PLLC, serves as UE's select counsel for such purposes. The amounts expended by MSU under this policy are limited to policy retention of \$50,000.00 per claim.

### 4. a. Does an identified or anticipated reason now exist which would indicate a need to renew the contract for the succeeding fiscal year? Yes

If yes, explain: Litigation may be extensive and incapable of resolution during the current fiscal year.

### b. Will the contract provide for cancellation by the Department upon a maximum of 30 days or less written notice to the contractor? Yes

## 5. FINANCIAL AND CONTRACT COST DATA:

### a. Total Projected Cost of Contract: \$ Not to exceed \$50,000

Source of Funds: Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Local/Other: \$ 50,000 (Agency)

### b. If contract is supported by federal funds, indicate: Grant/project title; grant I.D. number; and CFDA number: \_\_\_\_\_

### c. If contract is supported by state funds, indicate source(s) and amounts(s) (e.g., General Fund, Trust and Agency, Other): Trust and Agency \_\_\_\_\_

### d. Was the contract cost included in the original Budget Request? X YES \_\_\_\_\_ NO If no, explain: \_\_\_\_\_

### e. Describe, in detail, how the projected cost of the contract was derived (attach proposed budget when applicable):

Project cost is an estimate based on comparable past litigation experience..

### f. Basis for Payment: • Hourly: \$ not to exceed \$125 per hour • Per Diem: \$ \_\_\_\_\_ per day

• Fee for Service: \$ \_\_\_\_\_ per service • Other - Explain: \_\_\_\_\_

### g. Method of Payment: • Straight Disbursement X • Inter-Account \_\_\_\_\_

### h. Frequency of Payment: • Monthly X • Quarterly \_\_\_\_\_ • Upon Completion \_\_\_\_\_

• Other \_\_\_\_\_ Explain \_\_\_\_\_

**Statement to Accompany Legal Services Proof of Necessity**

**Request for Proposals for Legal Services Mailed Directly to the Following Firms:**

Sturgill, Turner, Barker & Maloney  
155 East Main Street  
Lexington, KY 40507  
[sbarker@sturgillturner.com](mailto:sbarker@sturgillturner.com)

Landrum & Shouse  
106 W. Vine Street, Ste. 800  
PO Box 951  
Lexington, KY 40588  
[bshouse@landrumshouse.com](mailto:bshouse@landrumshouse.com)

i. Social Security Number (if individual) or IRS I.D. Number (if firm or corporate entity) of proposed contractor: \_\_\_\_\_

**NOTE:** If professional employment contract with firm or corporate entity, attach a complete list of names and social security numbers of all officers, as well as all employees performing work directly related to the contractor. If individual, attach name and social security number.

j. If an individual, will the terms of contract require that the contractor be considered an "employee" of this Department for FICA purposes? \_\_\_\_\_

6. **JUSTIFICATION FOR CONTRACTING WITH AN OUTSIDE PROVIDER TO PERFORM THE SERVICE.**

The following questions should be addressed at a minimum:

What in-house method(s) were considered and why were potential in-house method(s) rejected? Is the part of such nature that: it should be done independently of the agency to avoid a conflict of interest; it requires unique or special expertise/qualifications; and/or legal or other special circumstances require use of an outside provider? If services are needed on a continuing basis, describe efforts made to secure services through regular state employment channels? Will agency personnel provide staff support services to the contractor?

The nature of this legal representation involves employment law and other matters involved in litigation for which services are incapable of being provided by in-house personnel. Additionally, under the terms of our professional liability contract, United Educators Risk and Retention Group has the right to select counsel and Sturgill, Turner, Barker & Moloney serves as select counsel. Therefore, the services requested cannot be provided by the Office of the Attorney General.

7. **Name and address of other provider(s) considered to perform the service:**

In March 2012, the University issued a request for proposal for legal services. Sturgill, Turner, Barker & Moloney was the only UE affiliated respondent.

8. **Basis for selection of the proposed contractor (explain process used in making decision, i.e., solicitation of proposals, bids, references, and evaluation criteria applied):**

The firm was selected through an advertised request for proposals process. The proposal submitted was evaluated based on criteria and weighting factors published in the RFP document.

9. **PLANNED SUPERVISION AND MONITORING OF THE CONTRACTOR'S PERFORMANCE:**

a. Name and Title of Responsible Person: Dr. Jane Fitzpatrick, General Counsel

Office and Location:

H.M. 305, Morehead State University, Morehead, KY 40351

Telephone Number:

(606) 783-2452

b. Describe the monitoring activities, both programmatic and fiscal, which will be performed including the manner in which monitoring needs will be addressed in the contract to facilitate this activity:

10. **SIGNATURES:**

PREPARED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

RECOMMENDED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Title:

REVIEWED BY: J. Donna Huccc

DATE: 5/31/12

Title:

Director of Support Services

APPROVED BY:

M. R. Walters

DATE:

5-23-12

Chief Financial Officer & Vice President for Administration